

RESOLUTION NO. 8

SERIES 2017

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT BETWEEN THE TOWN AND THE STATE OF COLORADO FOR THE CRESTED BUTTE WASTEWATER PLANT UPGRADES

WHEREAS, the Town of Crested Butte, Colorado (the "Town") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, Colorado Revised Statutes §29-1-201 et. seq. and other applicable law authorize local governments to cooperate and contract with other units of government to make the most efficient and effective use of their powers and responsibilities;

WHEREAS, the State of Colorado, Department of Local Affairs (DOLA) has awarded grant funds in the amount of \$400,000 to be provided under DOLA's Energy and Mineral Impact program for the purpose of the construction of upgrades to the Town's wastewater treatment program;

WHEREAS, the Town Council hereby finds that it is in the best interest of the health, safety and general welfare of the citizens and visitors of Crested Butte for the Town to execute an agreement to utilize grant funds from DOLA under DOLA's Energy and Mineral Impact program for the purpose of the construction of upgrades to the Town's wastewater treatment program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT:

1. **Findings.** The Town Council hereby finds that it is in the best interest of the Town to accept DOLA grant funds from DOLA's Energy and Mineral Impact program for the purpose of the construction of upgrades to the Town's wastewater treatment program.
2. **Authorization of the Mayor.** Based on the foregoing findings, the Mayor is hereby authorized to execute the agreement for grant funding from DOLA's Energy and Mineral Impact program for the reasons stated above.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS
21st DAY OF FEBRUARY, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: Glenn Michel
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford
Lynelle Stanford, Town Clerk



GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

TOWN OF CRESTED BUTTE

Summary

Award Amount: \$400,000.00

Identification #s:

Encumbrance #: F17S8313 (*DOLA's primary identification #*)
Contract Management System #: 97559 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: EIAF 8313
Project Name: Crested Butte Wastewater Plant Upgrades
Performance Period: Start Date: 3/10/2017 End Date: 3/31/2019
Brief Description of Project / Assistance: The Project consists of constructing upgrades to the Town of Crested Butte's wastewater treatment plant.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.

GRANTEE TOWN OF CRESTED BUTTE	STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS
By: <u>Glenn Michel</u> Name of Authorized Individual (print)	By: <u>[Signature]</u> Irv Halter, Executive Director
Title: <u>Mayor</u> Official Title of Authorized Individual	Date: <u>3.1.17</u>
<u>[Signature]</u> *Signature	PRE-APPROVED FORM CONTRACT REVIEWER
Date: <u>2-22-2017</u>	By: <u>[Signature]</u> Stacy Romero, State Grants Manager
	Date: <u>3/1/17</u>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By: [Signature]
Janel Miks, CPA, Controller Delegate

Date: 3/10/17

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. **Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. **Project Description.** The Project consists of constructing upgrades to the Town of Crested Butte's wastewater treatment plant.

2.2. **Work Description.** The Town of Crested Butte (Grantee) shall complete construction of wastewater facility upgrades including: a new influent pump and replacement of influent piping; retrofit and conversion of the single unit oxidation ditch treatment process to a three-train advanced treatment process including mixing, pumping, and aeration equipment to provide redundancy and improve treatment; and addition/upgrade of the UV disinfection equipment to meet current state standards. Grantee will own all improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

2.3. **Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. **Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. **Eligible Expenses.** Eligible expenses shall include: equipment and materials costs, freight costs, RFP/Bid advertisement costs, CDPHE permit fees, installation costs, attorney's fees, labor and materials costs, bond and insurance costs, survey, and inspection costs.

3. DEFINITIONS

3.1. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this Exhibit B.

3.2. Project Budget Line Items.

3.2.1. "Architectural/Engineering Services" means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney's fees.

3.2.2. "Construction/Improvement of Public Utilities" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3.2.3. "Equipment, Vehicles or Materials Acquisition" means vehicles, equipment and materials costs, freight costs, RFP/Bid advertisement costs, hardware, software and training costs, installation costs, and attorney's fees.

3.3. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. **Outcome.** The final outcome of this Grant is improved water quality and avoidance of future compliance orders.

4.2. **Service Area.** The performance of the Work described within this Grant shall be located in Town of Crested Butte, Colorado.

4.3. **Performance Measures.** Grantee shall comply with the following performance measures:

Milestone/Performance Measure/Grantee will:	By:
Put Project out to bid.	Within 90 days after the Effective Date of this Grant Agreement.
Begin work/Contractor mobilization.	September 1, 2017
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	June 29, 2019

4.4. Budget Line Item Adjustments.

- 4.4.1. Grantee may request that DOLA move Grant Funds between and among budget line items, so long as the total amount of Grant Funds remains unchanged. To make such budget line item changes, DOLA will use an Option Letter (**Exhibit G**).
- 4.4.2. Grantee may increase or decrease the amount of any one or any combination of budget line items of “Other Funds” as described in §6.1, or move funds between and among budget line items of such “Other Funds,” so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.1 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

- 4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1 st (Jan-Mar)	2017	April 30, 2017	Yes	Yes
2 nd (Apr-Jun)	2017	July 30, 2017	Yes	Yes
3 rd (Jul-Sep)	2017	October 30, 2017	Yes	Yes
4 th (Oct-Dec)	2017	January 30, 2018	Yes	Yes
1 st (Jan-Mar)	2018	April 30, 2018	Yes	Yes
2 nd (Apr-Jun)	2018	July 30, 2018	Yes	Yes
3 rd (Jul-Sep)	2018	October 30, 2018	Yes	Yes
4 th (Oct-Dec)	2018	January 30, 2019	Yes	Yes
1 st (Jan-Mar)	2019	April 30, 2019	Yes	Yes

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Rodney Due, Public Works Director (RDue@crestedbutte-co.gov), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel. Dara MacDonald, Town Manager (dmacdonald@crestedbutte-co.gov). Such key personnel shall be updated through the approval process in §5.1.

5.4. DLG Regional Manager: Elyse Ackerman-Casselberry, (970) 248-7333, (elyse.ackerman@state.co.us)

5.5. DLG Regional Assistant: Leslie Hentze, (970) 248-7313, (leslie.hentze@state.co.us)

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide at least 50% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Grant Agreement and/or Exhibit B.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Architectural/Engineering Services	\$223,000	\$30,759	\$192,241	Grantee
Construction/Improvement of Public Utilities	\$1,609,000	\$221,931	\$1,387,069	Grantee
Equipment, Vehicles or Materials Acquisition	\$1,068,000	\$147,310	\$920,690	Grantee
Total	\$2,900,000	\$400,000	\$2,500,000	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to

such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$380,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$20,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$400,000	

7.2. **Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. **Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. **Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

8.1.2. **Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. **Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. **Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. **Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. **Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. **Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

8.3.3. **Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. **Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. **CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

- 9.1. **Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. **Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. **Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. **Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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